

## Dentech Direct Network on Relief Buddy. – TERMS OF SERVICE (“TOS”)

**Last Updated: August 10, 2023**

These terms and conditions of use for the Dentech Direct online network of dental offices and candidates (“Dentech Direct Network”) operating on the Relief Buddy Incorporated mobile application, website, and technology platform owned and operated by Relief Buddy Incorporated (the “**Network Platform**”, the “**Platform**”) and managed operationally by Francesca Ortepi of Dentech Direct BIN: 1000475023 (combined as the “**Partner Network**”, we, “us”) constitute a legal agreement and are entered into by and between you and us. The following terms and conditions, together with any documents and/or additional terms they expressly incorporate by reference (collectively, the “**Agreement**”), govern your access to and use of the Platform, including any content, functionality, products and services offered on or through the Platform, including any relief work services (“**Relief Work Services**”) solicited, offered or accepted by you through the **Partner Network**.

BY USING THE PLATFORM OR ANY PORTION THEREOF, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THIS AGREEMENT AND OUR PRIVACY POLICY, FOUND AT [HTTPS://dentechdirect.com](https://dentechdirect.com), INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST NOT ACCESS OR USE THE PLATFORM.

In joining the Platform indirectly through our regional partners, you are considered part of that named partners group and are agreeing to access the Platform via the **Partner Network**. While complying in general with the Relief Buddy Platform “TOS”, the **Partner Network TOS** which will supersede the base Relief Buddy TOS and be visible to you when logged into the Platform.

### 1. **Partner Network on the Relief Buddy Platform**

The **Partner Network** provides an online marketplace where licensed “Healthcare Providers”, such as Dental Office and Dental Lab locations of operations, that are seeking relief workers to fill certain relief shift work or job at their care locations (“**Dental Office(s)**”, “**Dental Lab(s)**”, “**Dental Practice(s)**”) can be matched with licensed, regulated, or specially-trained “Healthcare Professionals”, such as but not limited to: licensed dentists (DDS) and dentistry students; registered dental hygienists and dental hygiene students, registered/certified dental assistants and dental assistant students, dental lab technicians as well as other specific regulated, licensed or specialty-trained professional provider positions, and other non-licensed supporting positions (for example, but not limited to receptionist, manager, office administrator, etc.), that may be added to the Platform from time to time. In this Agreement, a “**Relief Worker**” (“**Relief Workers**”) means a Healthcare Professional; a “**User**” means a Healthcare Professional or Healthcare Provider using the Platform and “**Relief Shift**” (“**Relief Shifts**”) means a posting by a Healthcare Provider for Healthcare Professional

services at a specified time and date and “**Job**” (“**Jobs**”) means a contract, part-time, or full-time employment posting on the **Platform**.

## 2. Changes to this Agreement

Partner Network reserves the right in its sole discretion to revise and update these terms and conditions at any time and from time to time, without notice to you. Any and all such amendments are effective immediately upon posting on the Partner Network website and apply to your access to and continued use of the Platform. By continuing to use the Platform after an amendment is posted, you accept and agree, without limitation or qualification, to be bound by this Agreement, as amended. You agree to review this Agreement periodically in order to be aware of amendments and you understand that the most recent version of this Agreement will be located on the Partner Network website.

## 3. Eligibility

You may only access and use the Platform if you are a Healthcare Professional (as previously defined) in a province in Canada or a Healthcare Provider who is licensed to carry on business as a Healthcare Provider in a province in Canada. You may not access or use the Platform if you have been suspended or otherwise prohibited from using the Relied Buddy Platform by us.

## 4. Your Use of the Platform and Partner Network Account

4.1 The Platform, including access to products or use of services through the Platform, requires user registration and creation of a user account (a “**Partner Network Account**”). It is a condition of your use of the Platform that all the information you provide on the Platform and to register for a Partner Network Account is correct, current, and complete and is updated by you as required to ensure its accuracy at all times. You acknowledge that we, other Users and members of the public may rely on the information you provide on the Platform as being accurate, current, complete and up to date at all times.

4.2 If you provide any information in your Partner Network Account that is untrue or inaccurate or if Partner Network has reasonable grounds to believe that such information is untrue or inaccurate, Partner Network may suspend or terminate your access to your Partner Network Account and the Platform.

4.3 Although we do our best to protect your personal information, unfortunately the transmission of information via the Internet is not completely secure and we cannot guarantee the security of your personal information transmitted by you to our Platform. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained in the Platform.

4.4 Your provision of registration information and any submissions you make to the Platform through any functionality such as applications, e-mail, instant messaging, personal or interest group web pages, profiles, forums, message boards, contact submission forms and other such functions constitutes your consent to all actions we take with respect to such information consistent with our Privacy Policy.

4.5 Any username, password, or any other piece of information chosen by you, or provided to you as part of our security procedures, must be treated as confidential, and you must not disclose it to any person or entity other than Partner Network upon request. You must exercise caution when accessing your Partner Network Account from a public or shared computer so that others are not able to view or record your password or other personal information. You understand and agree that should you register for and create a Partner Network Account, your Partner Network Account is personal to you and you agree not to provide any other person with access to the Platform or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You are responsible for any password misuse or any unauthorized access.

4.6 We reserve the right at any time and from time to time, to disable or terminate your Partner Network Account, any username, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including any violation of any provision of this Agreement.

## 5. Payment

5.1 If you are a Healthcare Provider, you agree to pay us, for each Relief Shift booked and Job posted through your Partner Network Account, (i) the fees for Relief Work Services you receive at the applicable hourly rate ("**Relief Worker Fees**"); and (ii) any allowances indicated by the Healthcare Provider at the time the shift is booked ("**Allowance Fees**"); including the Administration Fee (defined below) for such Relief Work Services; (collectively, the "**Relief Shift Fees**"), plus any third-party processing fees you agree to, and all applicable taxes.

5.2 If you are a Healthcare Provider, in exchange for permitting you to book Relief Shifts or Jobs through the Platform on the Partner Network, you agree to pay Partner Network, a fee for each Relief Shift booked or Job posted through your Partner Network Account (the "**Administration Fee**", alternately the "Placement Fee"), where:

### 5.2.1 Section not applicable to Partner Network

5.2.2 **Dental Market:** The amount of the Administration Fee shall be equal to a flat rate of \$50 ("Administration Fee Base-Rate") for a Relief Shift, or quoted rate at the time of booking a Relief Shift or a Job posting, plus applicable taxes, for accounts in good standing. Your actual fee structure ("My Administration Fee Base-Rate") will be established at the time of joining the Partner Network, and may differ from the standard

Administration Fee Base-Rate due to, but not limited to, anticipated volumes, and local market conditions. Partner Network reserves the right to change the Administration Fee at any time at Partner Network's discretion, and Partner Network is not obligated to notify you of such changes. Continued use of the Partner Network Platform after any such change shall constitute the User's consent to such change.

**5.2.2.1 Delinquent Accounts:** Flat rate-based Administration Fee accounts with overdue receivables can be subject to any of the following remedies at the sole discretion of Partner Network:

- (i) My Administration Fee Base Rate increase of:
  - (1) additional **10% on new postings**: for accounts with aged receivables greater than 30 days and less than 60 days;
  - (2) additional **20% on new postings**: for accounts with aged receivables greater than 60 days and less than 90 days;
  - (1) additional **35% on new postings**: for accounts with aged receivables greater than 90 days;
- (ii) Suspension or removal from operating on the Partner Network platform; and,
- (iii) Other remedies which may include referral to collection agency or to professional association or licensing body for matters of professional conduct.

5.2.3 If you joined the Platform and are part of the Partner Network, the Administration Fees, pre-approved processing fees and taxes will be established at the time of joining the Partner Network on the Platform and will be reflected when posting Relief Shifts or Jobs while logged into the Platform.

5.3 If you are a Relief Worker, you may:

5.3.1 section not applicable to Partner Network

5.3.2 be paid directly by the Healthcare Provider ("**HP Pays Worker Fees**") wherein you will be responsible for the collection of payment from the Healthcare Provider under agreements or arrangements you have with them. Partner Network will provide reasonable support, in terms of reviewing and exposing Platform data related to fees and payments, to both the Healthcare Provider and Healthcare Professional should a dispute be challenged by one or both parties. However, at no time is Partner Network

considered to be the arbiter or responsible for fees, or monetary losses under such disputes.

5.4 If you are a Relief Worker where RB Pays Worker Fees, and registered to collect sales tax in your jurisdiction, then the Network you registered with on the Platform ("Your Platform Network") will pay you the Relief Worker Fees and any Allowance Fees, including applicable sales tax if you are registered to collect sales tax in your jurisdiction. In this case, it is your obligation to remit the sales tax included in the portion of the Relief Worker Fees and any Allowance Fees you receive to the applicable governmental tax authority which collects sales tax in your jurisdiction. However, if you are a Relief Worker and not registered to collect sales tax in your jurisdiction, Your Platform Network will pay you Relief Worker Fees and any Allowance Fees, excluding any sales tax collected from the Healthcare Provider. In this case, Your Platform Network will remit applicable sales tax collected from the Healthcare Provider directly to the applicable governmental tax authority which collects sales tax in your jurisdiction. For certainty, if you are a Relief Worker, it is your responsibility to determine if you must register to collect sales tax in your jurisdiction and you warrant to Partner Network that you will provide Partner Network with accurate tax information at all times. Please seek and obtain professional tax advice if you are uncertain about your tax obligations.

5.5 The credit card, email or banking (bank account) or other payment information you give to pay Relief Shift Fees or be paid Relief Worker Fees, as applicable, must be accurate and complete. Partner Network uses a third-party payment processing provider (the "**Payment Processor**"), as may be changed from time to time in our sole discretion, in order to facilitate the payment of fees. Any Payment Processor processing fees may be charged to you without mark-up or any administrative over-charge ("Pass-through 3rd Party Process Fees") at the discretion of Partner Network. When you provide your information for payment processing, that information, along with other relevant personal information about you, is provided directly to the Payment Processor for the purposes of facilitating such payment. You hereby consent to the collection, use and disclosure of your personal information by and to the Payment Processor for the foregoing purposes. You also acknowledge and agree that the Payment Processor may also collect your personal information and/or other information about you and the collection and use of such information will be subject to the terms of such Payment Processor's privacy policy, if any. You acknowledge and agree that we shall have no liability to you in connection with the disclosure of your personal information to the Payment Processor.

5.6 Relief Shift Fees will be assessed and billed immediately where RB Pays Worker Fees, or Administration Fees on a monthly basis where HP Pays Worker Fees, to the Healthcare Provider's authorized payment method following the Healthcare Provider's confirmation of the hours submitted by the Relief Worker through the Platform upon completion of a Relief Shift. All Relief Shift Fees are non-refundable, even if the quality of service is poor. The Healthcare Provider, however, will have the right and the ability to rate the Relief Worker upon completion of a Relief Shift through the Platform. This no refund policy shall apply at all times regardless of a Healthcare

Provider's decision to terminate usage of the Platform, any disruption to the Platform, or any other reason whatsoever. **Payment is due net 15 2%**. For greater certainty payments are due within 15 days of the invoice date after which a late fee charge of 2% per month will be charged on overdue invoices.

## 6. Cancellations

6.1 If you are a Healthcare Provider, you may elect to cancel a Relief Shift at any time prior to the start of such Relief Shift; however, you will be charged a cancellation fee as follows:

- (a) for a cancellation 14 days or more prior to the Relief Shift date, no charge;
- (b) for a cancellation greater than 72 hours and less than 14 days prior to the Relief Shift, \$100.00, plus applicable taxes; and
- (c) for a cancellation less than 72 hours prior to the Relief Shift, the full value of the Relief Shift Fees for such Relief Shift, plus applicable taxes.

If a Relief Shift is posted, but you have not accepted a Relief Worker to fill such Relief Shift, then it may be cancelled at any time without a cancellation fee.

6.1.1 If you joined the Platform and are part of a partnered network, Cancellations may differ from Section 6.1 and will be reflected in your TOS visible once logged into the Platform.

6.2 If you are a Relief Worker, you may elect to cancel a Relief Shift at any time prior to the start of such Relief Shift; however, you will be charged a cancellation fee as follows:

- (a) for a cancellation 14 days or more prior to the Relief Shift date, no charge;
- (b) for a cancellation equal to or greater than 72 hours and less than 14 days prior to the Relief Shift, \$100.00, plus applicable taxes; and
- (c) for a cancellation less than 72 hours prior to the Relief Shift, \$200.00, plus applicable taxes.
- (d) unpaid cancellation fees can be deducted from future payment of Relief Worker Fees plus any applicable Allowance Fees.

6.2.1 If you joined the Platform and are part of a partnered network, Cancellations may differ from Section 6.1 and will be reflected in your TOS visible once logged into the Platform.

6.3 It is our expectation that Users will honour their commitments to Relief Shifts which have been posted and/or accepted. Therefore, notwithstanding the above sections, Users who frequently cancel Relief Shifts or Users who we reasonably believe are cancelling shifts in a manner which disrupts the integrity of the services provided through the Platform may be banned from the Platform at our sole discretion.

## 7. Relief Worker Obligations

7.1 If you are a Relief Worker, at all times while using the Platform and providing Relief Work Services, you agree to:

- (a) act professionally, ethically, and competently and abide by all standards of practice and codes of ethics outlined by your applicable provincial and federal licensing bodies;
- (b) adhere to all applicable provincial and federal laws and regulations that govern the geographical region in which you practice. For greater certainty, you will comply with the letter and spirit of all applicable provincial and federal laws and regulations to ensure that the public and each patient receive the full protection of the law. You will keep yourself apprised at all times to any changes to any applicable laws, regulations, standards of practice, rules or codes of ethics which apply to you;
- (c) only accept Relief Shifts or Jobs in a province or jurisdiction in which you are licensed to practice your profession or provide professional technical services. For example, if you are a licensed Pharmacist or Technician in Alberta by the Alberta College of Pharmacists, you can only work in Alberta;
- (d) have active professional liability insurance coverage as required by your provincial licensing body;
- (e) be a duly registered, certified or specially-trained Healthcare Professional a Canadian province and be in good standing with your respective licensing or certifying body, including being up to date on all licensing fees owed to such body, and remain up to date with training and continuing education associated with your professional role, where applicable. If you are the subject of any investigation or case by a complaints or disciplinary committee of a licensing body, you must immediately inform Partner Network;
- (f) when registering to use the Platform as a Relief Worker, answer each registration question honestly and truthfully. If it is discovered that you were untruthful or misleading, then we may immediately suspend you from using the Platform;
- (g) be truthful when selecting or listing your skills and competencies, including the types of software you are familiar with, and the specialty skills you possess. For

example, with respect to software competency, if you select “Kroll” as a pharmacy software, or “Dentrix” as a dental software, then you must have sufficient working knowledge and proficiency using this software to be able to work independently without any supervision to process, adjudicate, and dispense prescriptions efficiently and accurately. For further clarity, you will not indicate at any time through the Platform that you have knowledge, skills or training unless you have (i) valid certification to perform any professional specialty skills and (ii) work experience acquired in Canada at another Canadian Healthcare Provider using such knowledge, skills or training. If you provide false or misleading information with respect to your skills and competencies in the Platform, we may immediately suspend you from using the Platform and you may face legal liability for wrongful practice as an attested Healthcare Professional;

(h) only practice within the practice scope of practice and only engage in your profession’s technical activities, as applicable, that you are authorized and competent to perform;

(i) be solely responsible for any and all liability that results from or is alleged as a result of your provision of Relief Work Services, including, but not limited to any malpractice, dispensing error, personal injury, death or property damages; and

(j) pay all applicable federal, provincial and local taxes based on your provision of Relief Work Services and any Relief Worker Fees paid to you.

## 8. Healthcare Provider Obligations

If you are a Healthcare Provider, at all times while using the Platform and receiving Relief Work Services, you agree to:

8.1 possess all valid licenses, approvals and authority to operate as a Healthcare Provider and provide healthcare related services in your jurisdiction;

8.2 own, or have the legal right to operate, the Healthcare Provider operations receiving Relief Work Services, and such Healthcare Provider location(s) is in good operating condition and meets the regulatory and industry safety standards and all applicable statutory and provincial requirements for a Healthcare Provider of its kind;

8.3 only provide Relief Work Services using the Healthcare Provider location that has been registered on the Platform, and you will not post Relief Shifts or Jobs for a provider location that is not compliant with provincial rules and regulations for Healthcare Professional(s) in its jurisdiction of operation;

8.4 have a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) for the provider location at which you receive Relief Work Services;



8.5 in the event of an incident or accident at your provider location, be solely responsible for compliance with any applicable statutory or jurisdictional requirements, for reporting the incident or accident to Partner Network and your insurer in a timely manner, and for all necessary contacts with your insurer. All Healthcare Providers involved in any cases in front of a provincial or federal complaints or disciplinary body as a defendant must immediately inform Partner Network;

8.6 not attempt to defraud Partner Network or Relief Workers in connection with your receipt of Relief Work Services; and

8.7 not discriminate against anyone on the basis of any grounds protected by applicable law or engage in any harassing, vexatious or unwelcome behaviour.

## 9. No Contracting Outside Platform

9.1 No User will attempt to circumvent the Administration Fee directly or indirectly, or any fees identified in the TOS, by privately contracting or accepting payment outside the Platform with or from another User with whom the User was connected via the Platform. We may ban any User found or suspected by us to have violated this prohibition and seek monetary compensation.

9.2 For greater certainty, where supported in law, you will not accept or offer permanent, temporary, or contractual work or employment (whether permanent, relief, part-time or full-time) to or from another User who you connected with via the Platform (other than through the Platform paid services) for a period of 12 months after you last provided or received Relief Work Services to or from such User without the prior written consent of Partner Network, which consent will be subject to a fee payable to Partner Network. If you do not obtain Partner Network's prior written consent as provided herein, you agree to pay a penalty charge based on type of employment. Full or part-time employment a fee will be charged based on the current Partner Network fee structure payable fifteen (15) days after the first day worked. For relief shifts or contract terms, a fee of 15% of total wages earned payable the 15th of each month for 12 consecutive months starting the second month of employment.

9.2.1 If you joined the Platform and are part of a partnered network, Section 9.2 may differ and will be reflected in your TOS visible once logged into the Platform.

## 10. Partner Network Communications

By becoming a User, you expressly consent and agree to accept and receive communications from us, including via e-mail, mail, Relief Buddy and Partner Network mobile app, text message, calls, and push notifications to the cellular telephone number you provided to us ("Platform Communications") as well as receiving Platform Communications from the partnered network you may belong to. By consenting to

being contacted by Relief Buddy and Partner Network, you understand and agree that you may receive Platform Communications generated by automatic telephone dialling systems and/or which will deliver pre-recorded messages sent by or on behalf of Relief Buddy and Partner Network, its affiliated companies and/or other Users, including but not limited to: operational communications concerning your User account or use of the Platform, updates concerning new and existing features on the Platform, social media and general communications concerning promotions run by us or our third party partners, and news concerning Relief Buddy and Partner Network and industry developments. **If you wish to opt-out of promotional emails, text messages, or other communications, you may opt-out by contacting us by email or via other opt-out options provided.** Standard text messaging charges applied by your cell phone carrier will apply to text messages we send. You acknowledge that you are not required to consent to receive promotional messages as a condition of using the Platform or the Services.

#### 11. Consent to Electronic Communications

By using the Platform or sending e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on our website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

#### 12. Your Information

12.1 In this Agreement, “**Information**” is any information you provide, publish or post to or through the Platform (including any profile information you provide) or send to other Users (including via in-application messaging and feedback, any email feature, or through any Relief Buddy and Partner Network-related Facebook, Twitter or other social media posting). You consent to us using your Information to create a User account that will allow you to use the Platform and participate in the Relief Work Services. Our collection and use of personal information in connection with the Platform and Services is as provided in Partner Network’s Privacy Policy located at <https://dentechdirect.com>.

12.2 You are solely responsible for your Information and your interactions with other Users within the Platform and members of the public. We act only as a passive conduit for your online posting of your Information. You agree to provide and maintain accurate, current and complete information and that we and other members of the public may rely on your Information as being accurate, current and complete.

12.3 You warrant and represent to us that you are the sole author of your Information. To enable the Platform to use your Information, you grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable license to exercise the copyright, publicity, and database rights you have in your Information, and to use, copy, perform, display and distribute such Information to prepare derivative works, or incorporate such Information into other works, in any media format. Partner

Network does not assert any ownership over your Information; rather, as between us and you, subject to the rights granted to us in this Agreement, you retain full ownership of all of your Information and any intellectual property rights or other proprietary rights associated with your Information.

### 13. Social Networking Sites

As part of the functionality of the Platform, you may be able to create or login to your Partner Network Account through existing online accounts you may have with third party social networking sites (each such account, an "**SNS Account**") by providing your SNS Account login information through the Platform or allowing Partner Network to access your SNS Account. By granting Partner Network access to any SNS Accounts, you understand that Partner Network may access, make available and store any content that you have provided to and stored in your SNS Account including without limitation any friend, mutual friends, contacts or following/followed lists (the "**SNS Content**") so that it is available on and through the Platform to other Users. Unless otherwise specified in this Agreement, all SNS Content, if any, shall be considered to be your Information. Depending on the privacy settings that you have set in such SNS Accounts, personally identifiable information that you post to your SNS Accounts may be available on and through the Platform.

### 14. Health & Safety

It is the policy of Partner Network for all independent contractors to perform work in the safest manner possible and in accordance with the Occupational Health and Safety Act and the regulations made under the OHSA. Protecting yourself from workplace injury and disease should be your continuing safety objective.

All independent contractors must work in compliance with health and safety legislation and with the practices and procedures spelled out by this company. It is in the best interest of all parties to consider accident prevention in every activity. Commitment to health and safety is an integral part your role as a contractor.

Compliance with health and safety procedures will be regularly reviewed. Violations will be recorded and addressed.

It is this company's policy to do everything possible to ensure that each contractor works in a safe and healthy environment.

#### 14.1 Right to Refuse

As an independent contract worker, you have the legal right to refuse unsafe work, according to Section 43(3) of the Occupational Health & Safety Act (Ontario) or through comparable legislation in the legal jurisdiction where you operate. A worker may refuse to work or do particular work where he or she has reason to believe that:

- any equipment, machine, device or thing the worker is to use or operate is likely to endanger himself, herself or another worker;
- the physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself;
- workplace violence is likely to endanger himself or herself; or
- any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of this Act or the regulations and such contravention is likely to endanger himself, herself or another worker.

## 15. Information Found on Partner Network

You acknowledge that any information provided or shared on the Platform (including any websites or social media available through the Platform) are to be used for information and educational purposes only. Content shared on the Platform's Relief Work Services section between Users of the app, as well as the social media that is accessible to the public, should not be considered as an authoritative source of any policies, practices, procedures or guidance from Partner Network on performing both healthcare-related professional and nonprofessional aspects of your work. All information found or shared in chats, discussion forums, text messages, voice messages, email messages, and images between registered and non-registered users of the Platform, website and social media postings, are not intended to provide healthcare-related professional or legal opinions or advice of any kind. You should not rely on any such information or act on it in any way (this includes suggestions, feedback and commentary from other Healthcare Professionals and Healthcare Providers or public users of the Platform). If you are seeking specific healthcare professional practice guidelines or professional advice of any kind then you should consult an appropriately qualified professional, institution or lawyer. Partner Network is not liable nor endorses any of the content shared both on the entire Platform between registered and non-registered users or the social media section of the app, including website and social media sites as well.

### 15.1 **Restricted Activities**

With respect to your use of the Platform and your participation in the Relief Work Services, you agree that you will not:

- (a) impersonate any licensed Healthcare Professional or any other person or entity;
- (b) stalk, threaten, or otherwise harass any person, or carry any weapons;

- (c) violate any applicable laws, rules or regulations of any government or regulatory body;
- (d) interfere with or disrupt the Relief Work Services or the Platform or the servers or networks connected to the Platform;
- (e) post information or interact on the Platform or during Relief Work Services in a manner which is false, inaccurate, misleading (directly or by omission or failure to update information), defamatory, libellous, abusive, obscene, profane, offensive, sexually-oriented, threatening, harassing, or illegal;
- (f) use the Platform in any way that infringes any third party's rights, including any third party intellectual property rights;
- (g) post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;
- (h) forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Platform;
- (i) "frame" or "mirror" any part of the Platform, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other website for any purpose;
- (j) modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Platform or any software used on or for the Platform;
- (k) rent, lease, lend, sell, redistribute, license or sublicense the Platform or access to any portion of the Platform;
- (l) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Platform or its contents;
- (m) create liability for us or cause us to become subject to regulation as a services provider of relief services;
- (n) link directly or indirectly to any other mobile apps or websites;
- (o) transfer or sell your User account, password and/or identification to any other party; or
- (p) cause any third party to engage in the restricted activities above.

We reserve the right, but we have no obligation, to suspend or deactivate your User account if you do not comply with the above prohibitions.

## 16. Additional User Covenants

At all times while you are using the Platform or performing or receiving Relief Work Services, you covenant to:

16.1 not solicit or interfere with any employee of Partner Network, partnered networks, another User (except through the Platform to solicit Relief Work Services), or any other person or business who deals with us or another User;

16.2 comply with all applicable laws, rules and regulations while providing or receiving Relief Work Services, and you will be solely responsible for any non-compliance;

16.3 not make any misrepresentation regarding Partner Network, the Platform, the Relief Work Services or your status as a Healthcare Professional, or engage in any other activity in a manner that is inconsistent with your obligations under this Agreement; and

16.4 provide any information or documents requested by Partner Network to confirm your status, identity or registration as a Healthcare Professional, as applicable, in good standing with relevant licensing bodies. To this end, you agree that we may obtain information about you, including your criminal and driving records.

## 17. Proprietary Rights

17.1 All intellectual property rights in the Platform shall be owned by us absolutely and in their entirety. These rights include and are not limited to database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the Platform are the property of their respective owners. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information ("**Submissions**") provided by you to us are non-confidential and shall become the sole property of Partner Network. Partner Network shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

17.2 Relief Buddy, the Platform and other Relief Buddy logos, designs, graphics, icons, scripts and service names are registered trademarks, trademarks or trade dress of Relief Buddy in Canada and/or other countries (collectively, the "**Relief Buddy Marks**"). Partner Network, and other Partner Network logos, designs, graphics, icons, scripts and service names are registered trademarks, trademarks or trade dress of

Partner Network in Canada and/or other countries (collectively, the “**Partner Network Marks**”).

17.3 You acknowledge that Relief Buddy is the owner and licensor of the Relief Buddy Marks, and that your use of the Relief Buddy Marks will confer no additional interest in or ownership of the Relief Buddy Marks in you but rather inures to the benefit of Relief Buddy. You agree to use the Relief Buddy Marks strictly in accordance with Relief Buddy’s Trademark Usage Guidelines, as may be provided to you and revised from time to time, and to immediately cease any use that Relief Buddy determines to be nonconforming or otherwise unacceptable.

## 18. Disclaimers

18.1 The following disclaimers are made on behalf of the Platform, our affiliates, and each of our respective officers, directors, employees, agents, shareholders and suppliers.

18.2 The Platform is provided on an “as is” basis and without any warranty or condition, express, implied or statutory. We do not guarantee and do not promise any specific results from use of the Platform and/or the Relief Work Services, including the ability to provide or receive Relief Services at any given location or time.

18.3 We specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some provinces do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from province to province.

18.4 We do not warrant that your use of the Platform or Relief Work Services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet your requirements, that any defects in the Platform will be corrected, or that the Platform is free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity and availability of the Platform or Relief Work Services.

18.5 We have no control over the quality or safety of the transportation that occurs as a result of the Relief Work Services. We cannot ensure that a Healthcare Provider or Relief Worker will complete an arranged Relief Shift.

18.6 We cannot guarantee that each Healthcare Provider or Relief Worker is who it, he or she claims to be. Please use common sense when using the Platform and Relief Work Services, including looking at the photos of the Relief Workers you have been matched with to make sure it is the same individual you see in person. Please note that there are also risks of dealing with underage persons or people acting under false pretense, and we do not accept responsibility or liability for any content, communication or other use or access of the Platform by persons under the age of 18 in violation of this

Agreement. We encourage you to communicate directly with each potential Healthcare Provider or Relief Worker prior to engaging in any Relief Work Services.

18.7 Partner Network is not responsible for the conduct, whether online or offline, of any User of the Platform or Relief Work Services. You are solely responsible for your interactions with other Users. We do not procure insurance for, nor are we responsible for, personal belongings left in the Healthcare Provider locations by Relief Workers. By using the Platform and participating in the Relief Work Services, you agree to accept such risks and agree that Partner Network is not responsible for the acts or omissions of Users on the Platform or participating in the Relief Work Services.

18.8 It is possible for others to obtain information about you that you provide, publish or post to or through the Platform (including any profile information you provide), send to other Users, or share during the Relief Work Services, and to use such information to harass or harm you. We are not responsible for the use of any personal information that you disclose to other Users on the Platform or through the Relief Work Services. Please carefully select the type of information that you post on the Platform or through the Relief Work Services or release to others. We disclaim all liability, regardless of the form of action, for the acts or omissions of other Users (including unauthorized users, or "hackers").

18.9 Opinions, advice, statements, offers, or other information or content made available through the Platform, but not directly by us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Under no circumstances will we be responsible for any loss or damage resulting from your reliance on information or other content posted on the Platform or otherwise disseminated by third parties. We reserve the right, but we have no obligation, to monitor the materials posted in the public areas of the Platform and remove any such material that in our sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others.

18.10 The Platform contains (or you may be sent through the Platform) links to other websites owned and operated by third parties ("Third Party Sites"), as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties ("Third Party Content"). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites or Third Party Content accessed through the Platform.

18.11 Location data provided by the Platform is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Partner Network, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or



timeliness of location data displayed by the Platform. Any of your Information, including geolocational data, you upload, provide, or post on the Platform may be accessible to Relief Buddy, the Partner Network and certain Users of the Platform.

18.12 This paragraph applies to any version of the Platform that you acquire from the Google Play or Apple App Store. This Agreement is entered into between you and Relief Buddy. Apple, Inc. ("Apple") is not a party to this Agreement and shall have no obligations with respect to the Platform. Relief Buddy, not Google or Apple, is solely responsible for the Platform and the content thereof as set forth hereunder. However, Google and Apple and their subsidiaries are third party beneficiaries of this Agreement. Upon your acceptance of this Agreement, Google or Apple shall have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof. This Agreement incorporates by reference the Licensed Application End User License Agreement published by Apple at <http://www.apple.com/legal/internet-services/itunes/appstore/dev/stdeula/>, for purposes of which, you are "the end-user." In the event of a conflict in the terms of the Licensed Application End User License Agreement and this Agreement, the terms of this Agreement shall control.

## 19. Indemnity

19.1 You will defend, indemnify, and hold us and our affiliates and each of our respective officers, directors, employees, agents, shareholders and suppliers harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of the Platform and participation in the Relief Work Services, including:

- (a) your breach of this Agreement or any other agreements it incorporates by reference;
- (b) your violation of any law or the rights of a third party, including, without limitation, other Users, Healthcare Provider customers, or other individuals, as a result of your own interaction with such third party;
- (c) any allegation that any materials that you submit to us or transmit through the Platform or to us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party;
- (d) your ownership, use or operation of a Healthcare Provider location, including your provision of Relief Work Services as a Healthcare Provider, Relief Worker; or
- (e) any other activities in connection with the Relief Work Services.

19.2 The foregoing indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

## 20. Limitation of Liability

IN NO EVENT WILL RELIEF BUDDY, OUR AFFILIATES, OR EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS OR SUPPLIERS, BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE PLATFORM, SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE PLATFORM, THE SERVICES, OR THIS AGREEMENT, HOWEVER ARISING INCLUDING NEGLIGENCE, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE WILL NOT BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL AND/OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO PHYSICAL DAMAGES, BODILY INJURY, DEATH AND/OR EMOTIONAL DISTRESS AND DISCOMFORT) ARISING OUT OF YOUR COMMUNICATING WITH OR MEETING OTHER USERS OF THE PLATFORM OR SERVICES, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## 21. Release

In the event that you have a dispute with one or more Users, you agree to release Relief Buddy (including our affiliates and each of our respective officers, directors, employees, agents, shareholders, and suppliers) from claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes with other Users or to your use of the Platform or participation in the Relief Work Services. We reserve the right, but have no obligation, to monitor disputes between you and other Users.

## 22. Term and Termination

22.1 This Agreement is effective upon your creation of a Partner Network Account and will remain in full force and effect until terminated.

22.2 If you breach any provision of this Agreement, Partner Network may prohibit you from using the Platform or your Partner Network Account. Partner Network may, at any time without notice or liability, and for any reason whatsoever, terminate, change, suspend or discontinue any aspect of the Platform, or any part thereof, including (a) changing the availability of, restricting access to, or imposing limits on any or all features or services on, or links to, the Platform including Partner Network accounts; (b) removing, adding, modifying or otherwise changing any content on the Platform. Partner Network reserves the right, in its sole discretion, to correct any errors or omissions in

any portion of the Platform at any time without notice, but confirms that it has no obligation to do so. Partner Network may terminate this Agreement with you at any time in its sole discretion without notice.

22.3 If this Agreement or your permission to use the Platform is terminated for any reason, then (a) all licenses granted to you by Relief Buddy hereunder shall immediately terminate; (b) you must cease your use of the Platform and destroy all materials and content obtained from the Platform and all related documentation and all copies and installations thereof, whether made under this Agreement or otherwise; (c) this Agreement will nevertheless continue to apply and be binding upon you in respect of your prior use of the Platform and anything connected with, relating to or arising from that use; (d) we will terminate your access to your Partner Network Account; (e) any perpetual licenses granted by you to Relief Buddy hereunder shall continue in force notwithstanding such termination; and (f) we may continue to use and disclose your personal information in accordance with our Privacy Policy, as amended from time to time.

22.4 Sections 1 (Platform), 9 (No Contracting Outside Platform), 17 (Proprietary Rights), 18 (Disclaimers), 19 (Indemnity), 20 (Limitation of Liability), 21 (Release), 22 (Term and Termination), 23 (Governing Law and Jurisdiction, 24 (General), 25 (Notices) and other provision which by its nature will survive any termination of this Agreement.

## 23. Governing Law and Jurisdiction

23.1 This Agreement, your use of the Platform and its Content, and all matters relating thereto are governed by the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws and notwithstanding your domicile, residence or physical location.

23.2 Any action or proceeding arising from or relating to Platform, the Content or this Agreement shall be resolved before the Courts of the Province of Ontario, Canada, sitting in the City of Kitchener, and each party irrevocably submits to the original and exclusive jurisdiction of those Courts in respect of any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

## 24. General

24.1 You agree that there is no joint venture, partnership, or other ongoing relationship between you and us.

24.2 We may from time to time provide certain Users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Platform, and you agree that such promotional

offers and discounts, unless also made available to you, shall have no bearing on your use of the Platform or any fees and charges applicable to you.

24.3 If any provision of this Agreement is found to be unlawful, void, illegal or for any reason unenforceable, then that provision shall be deemed to be severable from the rest of the Agreement and shall not affect the validity and enforceability of any remaining provisions.

24.4 No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

24.5 This Agreement, including any changes made to this Agreement from time to time, constitutes the entire agreement between you and Us with respect to the matters contained herein and supersedes all previous agreements, written, oral or otherwise, between you and Us regarding such subject matter. This Agreement does not vary, alter, modify or otherwise affect any other more specific agreements between you and Us regarding other matters.

24.6 Relief Buddy may, without prior notice and without your consent, assign any or all of our rights and obligations under this Agreement to another party at any time and upon such assignment the assignee shall assume all of our rights and obligations under this Agreement and Relief Buddy shall be released.

24.7 The application the United Nations Convention of Contracts for the International Sale of Goods does not apply to the purchase of goods and services from Relief Buddy and is expressly excluded.

24.8 Any rights not expressly granted by this Agreement are reserved to Relief Buddy.

## 25. Notices

We may give notice to you by means of a general notice on the Platform, email to your email address in your Partner Network Account, or by written communication sent to your address as set forth in your Partner Network Account. You may give notice to us by written communication to our address at Partner Network: 2212 Lakeshore Blvd West suite 2202, Etobicoke ON, M8V 0C2.

## 26. Questions

If you have any questions about this Agreement, our Privacy Policy, the practices of Partner Network, or your dealings with Partner Network, you may contact us at [info@dentechdirect.com](mailto:info@dentechdirect.com), through our website or through the Platform.

